

**WHEN RECORDED RETURN TO:**

Pam DeMouth, City Clerk  
City of Ankeny, Iowa  
410 West 1<sup>st</sup> Street  
Ankeny, Iowa 50023

Preparer Information: John Peterson City of Ankeny 410 West 1<sup>st</sup> Street Ankeny, Iowa 50023

(515) 963-3553

**SPACE ABOVE THIS LINE FOR RECORDER**

**Banner Agreement**

Whereas, DRA Properties, L.C., (hereinafter “DRA”) has requested permission to place banners on street light poles within a portion of the SW State Street in right-of-way owned by the City of Ankeny (hereinafter the “City”), more particularly described as follows:

That portion of the median within the SW State Street Right-of-Way lying between SW Prairie Trail Parkway and SW Magazine Road.

and;

Whereas, the City is agreeable to allowing DRA to place banners describing the area that the roadway passes through, “the District”, on light pole fixtures within the median of SW State Street under the terms and conditions stated herein.

Now, therefore, it is hereby agreed as follows:

1. The City agrees to allow DRA to place its banners describing “the District” and described on Exhibit 1 on street light standards within the median along SW State Street between SW Prairie Trail Parkway and SW Magazine Road. Said banners shall otherwise comply with all agreements, ordinances and laws.

2. DRA, and/or DRA’s successor-in-interest, agree to install and maintain the signs in a manner appropriate for a display within a City right-of-way and mutually agreed upon by the Director of Public Works and DRA.

3. DRA, and/or DRA’s successor-in-interest, agree to remove the banners, at no cost to the City, within 14 days of the City’s request for said removal, to allow work within the median or upon the street light standards. If DRA, and/or DRA’s successor-in-interest, fail to remove said banners within the 14 days of the City’s request then the City shall have the right to

remove said banners at DRA's, and/or DRA's successor-in-interest, cost. In the event of a need for an emergency repair within the median or upon the street light fixture, the City shall have the right to remove said banners and bill the cost to DRA and/or DRA's successor-in-interest and DRA and/or DRA's successor-in-interest agrees to pay such cost.

4. The City agrees that in the event the banners are removed, and if at the time the banner is removed it is a legal nonconforming use, DRA shall have the right to replace the same banners that were removed in the same or a comparable location, at DRA's expense.

5. DRA agrees to protect and indemnify and hold harmless the City from and against any and all losses, costs, damages and expenses occasioned by, or arising out of DRA's use of the City's Right-of-Way or the removal or replacing of its banners.

In Witness Whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. DRA has caused this Agreement to be executed by its authorized representative.

Dated this 2<sup>nd</sup> day of August, 2010.

**City of Ankeny, Iowa**

**DRA Properties, L.C.**

By: \_\_\_\_\_  
Steven D. Van Oort, Mayor

By: \_\_\_\_\_

Attest:

Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Pamela DeMouth, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

On the \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **STEVEN D. VAN OORT** and **PAMELA DeMOUTH**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the \_\_\_\_ day of \_\_\_\_\_, 2010, and the said **STEVEN D. VAN OORT** and **PAMELA DeMOUTH** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

On the \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the said State, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of said limited liability company; that no seal has been procured by said limited liability company; that the instrument was signed on behalf of said limited liability company by authority of its managers and the said \_\_\_\_\_, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said limited liability company, by it and by him/her voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

\_\_\_\_\_  
Notary Public in and for the State of Iowa